

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In Re:)	
)	Bankruptcy Case
EAGLE PROPERTIES AND)	No. 23-10566-KHK
INVESTMENTS LLC)	
)	Chapter 7
Debtor)	

TRUSTEE’S REPORT OF SALE

Pursuant to Fed. R. Bankr. P. 6004(f) and Local Bankruptcy Rule 6004-2(D), H. Jason Gold, the Chapter 7 Trustee (“Trustee”) for the above-captioned Debtor, files this Report of Sale (including attached Settlement Statement). On 08/12/2024, this Court entered an order approving the Motion to Approve Sale of Property Free and Clear of Liens, being real property at 1010 Lynn St SW, Vienna VA (“Property”) held by the Debtor’s bankruptcy estate.

Settlement (or Closing) Date:	08/13/2024
Property Sold:	1010 Lynn St SW, Vienna VA
Purchasers:	Katherine C. Koczyk-Scripka Trust
Purchase Price:	\$772,500.00
Exemptions paid to Debtor:	\$0.00
Net Proceeds to Estate:	\$60,000.00

Dated: 08/23/2024

Respectfully submitted,

/s/ H. Jason Gold
H. JASON GOLD, CH. 7 TRUSTEE

H. Jason Gold, Va. Bar No. 19117
PO Box 57359
Washington DC 20037
Chapter 7 Trustee

Ⓜ

8/17/24

EKKO TITLE
VA47703
410 Pine Street
Suite 220
Vienna, VA 22180
(703) 537-0800

ALTA Combined Settlement Statement

File #:
Prepared:
Escrow Officer:

V24-06-30
08/13/2024
Todd Condrón

Property

Buyer

Seller

Lender

1010 Lynn Street Southwest
Vienna, VA 22180
Lot 2055, Section 10,
VIENNA WOODS
Katherine C. KOCZYK-
SCRIPKA, Trustee of THE
KATHERINE C. KOCZYK-
SCRIPKA REVOCABLE
TRUST dated June 18, 1999
4815 Marymead Drive
Fairfax, VA 22030
BANKRUPTCY CASE NO. 23-
10566-KHK CHAPTER 7

Settlement Date
Disbursement Date

08/12/2024
08/12/2024

Seller			Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$772,500.00	Sales Price of Property	\$772,500.00	
		Deposit		\$10,000.00
		Prorations/Adjustments		
\$182.25		City/Town Taxes 07/01/2024 to 08/12/2024		\$182.25
\$1,115.41		County Taxes 07/01/2024 to 08/12/2024		\$1,115.41
		Payoff(s)		
\$550,632.88		Payoff to Shore United Bank, N.A.		
		Principal : \$550,632.88		
\$100,000.00		Payoff to Gus Goldsmith		
		Principal : \$100,000.00		
\$8,472.75		Payoff to Bala Jain LLC		
		Principal : \$8,472.75		
		Government Recording and Transfer Charges		
		Recording Fees		
		---Deed: \$47.00	\$47.00	
\$422.00		Grantor Tax - County (Deed) to Fairfax County Recording Office		
\$422.00		Grantor Tax - State (Deed) to Fairfax County Recording Office		
		Recordation Tax - County (Deed) to Fairfax County Recording Office	\$703.00	
		Recordation Tax - State (Deed) to Fairfax County Recording Office	\$2,109.00	
\$843.60		Regional Congestion Relief Fee (Deed) to Fairfax County Recording Office		
\$843.60		Regional WMTA Fee (Deed) to Fairfax County Recording Office		
		Commission		
\$17,780.90		Listing Agent Commission to Century 21 New Millennium		
\$14,312.50		Selling Agent Commission to Keller Williams Realty		
		Title Charges & Escrow / Settlement Charges		
		Title - Buyer Binder Fee to EKKO TITLE	\$97.00	

Seller			Buyer	
Debit	Credit		Debit	Credit
		Title - Buyer Recording Service Fee to ZENZI TITLE SERVICES	\$50.00	
		Title - Buyer Settlement Fee to EKKO TITLE	\$697.00	
		Title - Buyer Title Search Fee to ZENZI TITLE SERVICES	\$197.00	
\$150.00		Title - Seller Deed Preparation Fee to Leggett, Simon, Freemyers & Lyon, PLC		
\$417.00		Title - Seller Settlement Fee to EKKO TITLE		
		Title - Owner's Title Policy to Fidelity National Title Insurance Company	\$3,886.08	
		Miscellaneous		
\$5,379.70		1st Half 2024 Real Estate Taxes to Fairfax County Department of Taxation		
\$919.84		1st Half 2024 Town Real Estate Taxes to Town of Vienna		
\$10,246.63		2023 Delinquent Taxes to Fairfax County Department of Taxation		
\$358.94		2023 Delinquent Town Taxes to Town of Vienna		
\$22,500.00		326(a) Payment to Trustee to H. Jason GOLD, Trustee		
\$37,500.00		Bankruptcy Estate Payment to H. Jason GOLD, Trustee		
Seller			Buyer	
Debit	Credit		Debit	Credit
\$772,500.00	\$772,500.00	Subtotals	\$780,286.08	\$11,297.66
		Due from Buyer		\$768,988.42
\$0.00		Due to Seller		
\$772,500.00	\$772,500.00	Totals	\$780,286.08	\$780,286.08

ACKNOWLEDGMENT, CERTIFICATION AND RECEIPT OF SETTLEMENT STATEMENT

RE: Settlement Date: August 12, 2024
Buyer: Katherine C. KOCZYK-SCRIPKA, Trustee of THE KATHERINE C. KOCZYK-
SCRIPKA REVOCABLE TRUST dated June 18, 1999
Seller: BANKRUPTCY CASE NO. 23-10566-KHK CHAPTER 7
Property Address: 1010 Lynn Street Southwest, Vienna, VA 22180
Brief Legal: Lot 2055, Section 10, VIENNA WOODS
Ekko File Number: V24-06-30

We, the Buyer and Seller, or Borrower on settlement of a loan, acknowledge receipt of a copy of this Settlement Statement. We have reviewed and approved the figures appearing on the Settlement Statement and acknowledge that these figures are accurate and complete to the best of our knowledge.

We understand that Ekko Title has relied upon information provided by others in the preparation of this Settlement Statement and is not responsible for, and cannot guarantee, the accuracy of any such information. All computations and entries on this Settlement Statement are subject to final audit. Should any adjustments be required, we agree to pay such amounts promptly upon request of Ekko Title and to reimburse Ekko Title for all expenses incurred in collecting any such amounts discovered to be owed pursuant to final audit of this case including, but not limited to, court costs and reasonable attorneys' fees.

We understand that the real property tax proration and escrow withholdings, which may be shown on the Settlement Statement are computed using the tax rate(s) for the prior tax period and may differ from the tax proration, which may be computed at a later date using the actual tax rate(s) for the current tax period once such actual tax rate(s) is released by the county, city, town or other jurisdiction. The Purchaser and Seller agree to adjust the tax proration directly between themselves when the actual property tax bills for the current tax period are rendered.

We understand that Ekko Title has, at the request of the Buyer or Borrower, caused a title examination to be conducted with respect to the property for the purpose of identifying and addressing title issues of record prior to settlement and to induce the title insurance company to issue title insurance for the Buyer and/or the Buyer's lender. The title examination fee is paid directly to the vendor and is a separate line item charge on this Settlement Statement. Ekko Title is an agent for the title insurance company and receives a commission upon the issuance of title insurance. We acknowledge and agree that Ekko Title shall not be responsible for any matters not appearing of record at the time the title examination is prepared.

The Buyer, Seller and Borrower hereby authorize Ekko Title to furnish copies of the Settlement Statement to any and all real estate agents, real estate brokers or agencies, relocation companies, lenders, title insurance companies and any agents thereof, homeowners and condominium associations, home warranty companies and any third-party payees shown on the Settlement Statement.

We understand and agree that in preparing the Settlement Statement and conducting the settlement, Ekko Title has acted to accommodate the various parties to the transaction. Should Ekko Title be made a party to any litigation or other legal action arising from or in relation to the contract of sale, settlement of the sale of the property or settlement of the loan and Ekko Title shall prevail in said legal action, the Buyer, Seller and/or Borrower involved in said legal action hereby expressly agree(s) to promptly indemnify Ekko Title and/or the Law Firm of Leggett, Simon, Freemyers & Lyon PLC (the "Law Firm") for any and all costs and expenses incurred by Ekko Title and/or the Law Firm of Leggett, Simon, Freemyers & Lyon PLC (the "Law Firm") in connection therewith, including but not limited to, court costs and reasonable attorneys' fees.

CORRECTION AGREEMENT-LIMITED POWER OF ATTORNEY

In consideration of the Lender funding and closing the loan and Ekko Title closing the transaction, the undersigned agree to cooperate fully and adjust typographical or clerical errors discovered in any or all of the closing documentation presented at settlement, if requested by the Lender, Ekko Title and any third-party payees shown on the Settlement Statement. The undersigned appoint Ekko Title as their attorney-in-fact to correct any such errors, place our initials on documents where changes are made and/or sign our names to any document or form. In the event this procedure is utilized, the party involved shall be notified and receive a corrected copy of the modified document.

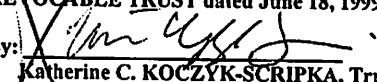
ACKNOWLEDGMENT OF LEGAL REPRESENTATION

It is understood by the Buyer, Seller and Borrower that Ekko Title is represented by the Law Firm of Leggett, Simon, Freemyers & Lyon PLC (the "Law Firm"). The Buyer and Seller hereby acknowledge receipt prior to Settlement of a separate letter from the Law Firm fully disclosing, among other things, its relationship with Ekko Title, the parties' respective rights to engage independent legal counsel in connection with Settlement, and the conflicts of interest which arise in the event that either party engages the Law Firm for any representation in connection with Settlement including, but not limited to, preparation of a Deed of Conveyance.

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL SETTLEMENT STATEMENT:

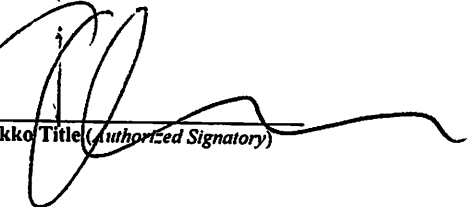
BUYER:

SELLER:

THE KATHERINE C. KOCZYK-SCRIPKA
REVOCABLE TRUST dated June 18, 1999
By: 
Katherine C. KOCZYK-SCRIPKA, Trustee

BANKRUPTCY CASE NO. 23-10566-KHK
CHAPTER 7
By: _____
H. Jason GOLD, Chapter 7 Trustee

Seller's Forwarding Address:


Ekko Title (Authorized Signatory)

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SELLER:

THE KATHERINE C. KOCZYK-SCRIPKA
REVOCABLE TRUST dated June 18, 1999

BANKRUPTCY CASE NO. 23-10566-KHK
CHAPTER 7

By: _____
Katherine C. KOCZYK-SCRIPKA, Trustee

By: H. Jason Gold
H. Jason GOLD, Chapter 7 Trustee

Seller's Forwarding Address:


Ekko Title (Authorized Signatory)